

Platform Terms of Use of the company

FIN.CLUB LTD

BY CLICKING THE “ACCEPT” BUTTON OR WHILE USING THE SOFTWARE, YOU (“YOU” OR “USER”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT (“AGREEMENT”, “TERMS”). YOU ALSO CONSENT TO CONDUCTING THIS TRANSACTION ELECTRONICALLY.

BY CLICKING “ACCEPT”, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO AND BIND YOURSELF, OR THE LEGAL ENTITY YOU REPRESENT, TO THE AGREEMENT.

FIN.CLUB provides You with access to certain software available through the website <http://fin.club>, through the FIN.CLUB mobile application, and any other FIN.CLUB-operated websites (collectively, the “Site”), enabling interactions on the platform (the “Software” or “Platform”) under the terms and conditions of the Agreement.

This Agreement shall govern your use of the Site, and shall apply to all visitors and users. By clicking “Accept”, completing the registration process, downloading the Software, or browsing the Site, You represent that:

1. You have read, understood, and agree to comply with these Terms;
2. You are of legal age to enter into a binding contract with FIN.CLUB; and
3. You have the authority to enter into these Terms on your own behalf or on behalf of the legal entity You represent.

If You do not agree to these Terms, You shall not access or use the Services.

FIN.CLUB may modify these Terms at any time and in our sole discretion. If we do so, we will change the version and the date at the beginning of these Terms. By continuing to use the Site or Services following the release of updated Terms You consent to the updated Terms. We invite you to check this page regularly for updates to these Terms.

1. Use of the Services

FIN.CLUB provides the Users with the Software that:

- aggregates information for the Users of the Platform;
- makes available for Users to perform deals and transactions directly with licensed financial institutions or other regulated entities connected to FIN.CLUB’s Software and providing services to Users through or in connection with the Platform (the “Members”) under the terms and conditions of the agreements concluded between the Users and the Members;
- facilitate information exchange between the Users and the Members;
- facilitate the transmission and exchange of information and requests between the Users and the Members;
- secure the cryptographic keys required for the authorization and verification process.

The Users acknowledges and agrees to authorize FIN.CLUB to act on behalf of the Users and make all necessary actions in the purpose of the authorization to the Members of the Platform;

The User further acknowledges and agrees that, where registration is completed through the FIN.CLUB Platform, FIN.CLUB may perform KYC/KYB verification in connection with onboarding the User with

Members.

Each relevant Member may rely on know-your-customer verification checks (“KYC”) in respect of the User pursuant to FIN.CLUB’s arrangements with such Member. By accepting these Terms, the User authorizes FIN.CLUB to initiate onboarding with all available Members, transmit relevant User data, documents, KYC/KYB information, verification results and other onboarding information, and request activation and wallet/account opening. FIN.CLUB may conduct such KYC checks through verification providers engaged by FIN.CLUB for this purpose, including Sumsu or any analogous provider. Upon completion of the relevant KYC verification, FIN.CLUB shall provide each relevant Member with the applicable verification report.

The Users acknowledges that transactions and deals are conducted directly between the Users and the Members. FIN.CLUB acts solely as a technology provider and aggregator, and not as a counterparty, broker, or intermediary in any transactions. FIN.CLUB is not a bank or financial institution and does not provide investment, financial, or consulting advice to Users. FIN.CLUB’s role is strictly limited to the provision of the Services, specified in this Agreement.

The Software, the Site, the Services, and all associated information and content (the “Content”) are protected by copyright laws worldwide. FIN.CLUB grants the User a limited license to reproduce portions of the Content solely as needed to use the Services for personal or internal business purposes.

1.1. Software license

FIN.CLUB grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Software on computers or mobile devices that you own or control, solely for your personal or internal business purposes.

You are solely responsible for ensuring the security and integrity of any device on which the Software is installed. This includes, but is not limited to, maintaining up-to-date antivirus software, applying security patches, and following customary industry security practices to protect against malware, unauthorized access, or other threats. FIN.CLUB shall not be liable for any loss or damage — including, without limitation, the loss of funds or access credentials — arising from your failure to implement appropriate security measures.

1.2. Restrictions

The Software provided under this Agreement is licensed. You do not obtain ownership of any copy of the Software or the Software itself. Your rights are limited to those expressly granted in Section 1.1 of these Terms.

By accessing or using the Services, You agree that You will not:

- a. License, sell, rent, lease, transfer, assign, reproduce, distribute, host, or otherwise commercially exploit the Services or FIN.CLUB Content, in whole or in part, including by providing them on a service bureau or similar basis;
- b. Frame, mirror, or enclose any trademark, logo, or other FIN.CLUB Content (including images, text, page layout, or design);
- c. Use any metatags or other “hidden text” that incorporate FIN.CLUB’s name or trademarks;
- d. Modify, translate, adapt, merge, create derivative works from, disassemble, decompile, reverse compile, or reverse engineer any part of the Services or Software (unless such restriction is expressly prohibited by law);
- e. Use manual or automated tools, scripts, bots, spiders, or other scraping technologies to extract or download data from the Site (except for operators of public search engines who are granted revocable permission solely to create publicly available searchable indices, but not caches or archives);
- f. Access the Site, Services, or Software to build or support a competing platform, product, or service;

- g. Copy, reproduce, republish, download, display, post, or transmit any FIN.CLUB Content, except as explicitly allowed under these Terms;
- h. Remove, obscure, or destroy any copyright, trademark, or proprietary notices contained in or on the Services or FIN.CLUB Content.

All rights not expressly granted to You are reserved by FIN.CLUB, its suppliers, and contractors. Any unauthorized use of the Services will automatically terminate the license granted to You. The license in Section 1.1 is granted under copyright law and, where applicable, under patent and other intellectual property rights.

1.3. Security

You are solely responsible for maintaining the security, control, and confidentiality of Your device access and account credentials, including PINs, usernames, passwords, and any other codes linked to Your account, as well as for all activity conducted through Your account.

Loss, compromise, or unauthorized disclosure of this information may lead to unauthorized access to Your account and potential loss or theft of any assets, including securities, derivatives, or other financial instruments.

You agree to:

take all necessary steps to prevent unauthorized access to or use of the Services through Your account;

fully cooperate with FIN.CLUB in investigating any suspected unauthorized activity or breach, including providing the results of any third-party forensic analysis You undertake.

You are fully responsible — and FIN.CLUB assumes no liability — for all activities that occur in Your account under Your credentials, whether or not such activities were authorized by You.

If Your device becomes unavailable (for example, if it is lost, stolen, or damaged), FIN.CLUB provides a secure recovery process to restore access to Your account, provided You have completed the backup process as instructed by FIN.CLUB.

1.4. Members

a) The Services may include integrations with, or provide access to, applications, content, or other materials operated or hosted by third parties.

b) FIN.CLUB do not guarantee the accuracy, completeness, or timeliness of information from third-party sources. You are responsible for independently verifying any such information before relying on it. All third-party data remains the property of its respective provider, and FIN.CLUB assumes no ownership or liability for any decisions or actions taken based on that information.

c) You understand that storing Your credentials in insecure environments (such as unprotected email accounts) may expose You to security breaches that are outside FIN.CLUB's control.

d) Neither FIN.CLUB nor its third-party partners will ever request Your credentials, passwords, or other sensitive information. Never share such details without confirming the legitimacy of the request.

e) Access to and use of Members' services are governed by the terms and conditions of the relevant Members. In some cases, You may need to accept additional terms to use their platforms, software, or services. Such transmission does not require separate User authorization for each Member unless required by applicable law or that Member and is subject to applicable data protection laws and the Privacy Policy.

f) FIN.CLUB does not control, manage, or guarantee the performance, security, or availability of services provided by any Member. We disclaim responsibility for issues such as pricing errors, exchange rate discrepancies, or transaction processing failures. Additionally, FIN.CLUB does not provide Users support for transactions executed outside the FIN.CLUB platform. Once You leave the FIN.CLUB environment and access a Member's platform, their terms of service will govern Your use of that platform.

g) Nothing in this Agreement makes FIN.CLUB an agent, representative, or fiduciary of the user or any Member for any purpose beyond the technical facilitation described. The user retains sole authority over their accounts and transactions. Each Member independently makes the final onboarding decision under its regulatory requirements and internal policies, without control by FIN.CLUB, and may refuse activation or wallet/account opening where the User or its activities do not satisfy them. A Member's refusal is not a refusal by FIN.CLUB or any other Member and does not prevent onboarding by any other Member that accepts the User. Available Members may vary by User, jurisdiction, service and time. Members may request additional information or documents directly or through FIN.CLUB and, after activation, may review, restrict, suspend or terminate services or wallets/accounts under applicable law and their policies.

1.5. Updates

The Software and Services are continuously evolving. You may be required to install updates to the Software or Services, or update third-party applications (such as browsers or operating systems), to maintain access to and functionality of the Services, including important security updates. FIN.CLUB reserves the right to release updates at any time without prior notice.

2. Intellectual Rights

2.1. Intellectual Rights

All rights, title, and interest in and to the Software, the Site, the Services, and all related content ("FIN.CLUB Content") are and will remain the exclusive property of FIN.CLUB, its affiliates, and its licensors. You may not remove, modify, obscure, or tamper with any copyright, trademark, service mark, or other proprietary rights notices displayed within or on any FIN.CLUB Content. The name FIN.CLUB, along with its associated logos, graphics, service marks, and trade names, are trademarks owned by FIN.CLUB or its affiliates. They may not be copied, imitated, or used — in whole or in part — without prior written consent. Any other trademarks, service marks, or trade names displayed on the Site or Services are the property of their respective owners, and all rights in such marks are reserved by their holders.

3. User's obligations

You shall not:

- a) Violate or infringe upon the intellectual property or other rights of any individual or entity;
- b) Post, share, or transmit any content that is unlawful, harmful, harassing, defamatory, fraudulent, invasive of privacy, misleading, obscene, or otherwise offensive;
- c) Distribute unauthorized or unsolicited communications, including spam, chain letters, or bulk email;
- d) Engage in unauthorized commercial activities, including contests, sweepstakes, barter transactions, advertisements, or pyramid or similar schemes;
- e) Impersonate any person, company, or FIN.CLUB representative, or misrepresent Your affiliation with any entity;
- f) Interfere with, disrupt, or negatively affect the normal operation of the Software, Site, or Services;
- g) Introduce or attempt to introduce harmful code, malware, viruses, or other software that could damage or disrupt the platform or its security; or
- h) Attempt to bypass, disable, or tamper with any security or access-control measures, or assist others in doing so.

4. Monitoring

While FIN.CLUB does not routinely monitor user activity, we reserve the right to investigate any suspected violations of these Terms. If we identify or suspect misconduct, we may, at our sole discretion, take any action, including restricting access, removing content, or terminating Your account.

5. Indemnification

You agree to defend, indemnify, and hold harmless FIN.CLUB, its affiliates, officers, employees, and agents from and against any losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) that result from:

- a) Your use of, or inability to use, the Software, Site, or Services;
- b) Your violation of these Terms;
- c) Your infringement or violation of the rights of any third party, including other users; or
- d) Your breach of any applicable law, regulation, or rule.

FIN.CLUB may, at its expense, assume control of the defense of any matter that is subject to indemnification by You. In such cases, You agree to fully cooperate with FIN.CLUB in preparing and presenting any available defenses. This provision does not obligate You to indemnify FIN.CLUB for claims resulting from FIN.CLUB's own fraud, gross negligence, or willful misconduct.

6. Disclaimers

6.1. Disclaimer

In no event will FIN.CLUB be liable for any lost profits, revenue or data, indirect, incidental, special, or consequential damages, or damages or costs due to loss of production or use, business interruption, or procurement of substitute goods or services arising out of or in connection with the Services, whether or not FIN.CLUB has been advised of the possibility of such damages, and regardless of the theory of liability asserted.

6.2. Cap on Liability

Under no circumstances will FIN.CLUB be liable to You for damages arising out of the use of our Software, Site, or Services.

7. Disclaimer of Warranties

7.1. As Is

The Software, Site, Services, and any information displayed therein are provided on an "as is" and "as available" basis, with all faults, and FIN.CLUB DIGITAL expressly disclaims all warranties, representations, and conditions of any kind arising from or related to these Terms or Your use of the Site, Services, Software, or any information displayed therein, including the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that, to the extent allowed by applicable law, all risk of use of the Site, Services, and Software rests entirely with You.

7.2. Beta releases

From time to time, FIN.CLUB may offer new "beta" features or tools with which its Users may experiment. Such features or tools are offered solely for experimental purposes, without any warranty of any kind, and may be modified or discontinued at FIN.CLUB's sole discretion.

7.3. Third Party Conduct

FIN.CLUB is not liable, and You agree not to seek to hold FIN.CLUB liable, for the conduct of third parties on or accessed via the Software, Site, or Services, including the use of third party providers's software and or services. The risk of injury from use of such third-party software and services rests entirely with You.

8. Term and Termination

8.1. Term

The Terms commence on the date when You accept them (as described in the preamble above) and remain

in full force and effect for so long as You access or use the Software, Site, or Services, unless terminated earlier in accordance with this Section 8.

8.2. Termination by FIN.CLUB

FIN.CLUB may, at any time and for any reason, cease providing any or all of the Software, Site, or Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate Your access to any or all of the FIN.CLUB content.

8.3. Termination by You

Except as set forth in Section 8.4, these Terms will be of no further force and effect with respect to You if You cease all use of the Services and Software and no longer visit the Site.

8.4. Effect of Termination

Upon termination of any Service, Your right to use the Software, Site, and Service will automatically terminate immediately.

9. Dispute Resolution

9.1. These Terms shall be governed by and interpreted in accordance with the laws of England and Wales.

9.2. Any disputes arising out of or in connection with this Agreement shall be resolved amicably between the Parties in the first instance. If not resolved within 30 days, the dispute shall be finally settled under the courts of the Republic of Cyprus.

10. Miscellaneous

10.1. Assignment.

The Terms, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without FIN.CLUB's prior written consent, but may be assigned or otherwise transferred by FIN.CLUB without restriction.

10.2. Severability.

If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

10.3. Force Majeure.

FIN.CLUB will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil

or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

10.4. Waiver.

Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.5. Entire Agreement.

This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.